

T M (TECHNOLOGY) LTD

(Company Registration Number 2088156)

**SUITE 4, VENTURE HOUSE, VENTURE WAY DUNSTON TECHNOLOGY PARK, CHESTERFIELD, DERBYSHIRE,
UNITED KINGDOM S41 8NR**

TERMS AND CONDITIONS OF PURCHASE

The "buyer" – the company who issues the purchase order and whose name is printed at the head of the order form and the head of this document.

1.ACCEPTANCE

Acceptance of the buyer's order shall be deemed to include acceptance of these conditions and the delivery of any goods under the order shall be deemed to be a waiver of any condition or acceptance inconsistent therewith or repugnant thereto contained in any acceptance or acknowledgement of the order.

2.LIABILITY

The buyer shall not responsible for the goods delivered to it unless authorised by written purchase order.

3.PRICE

No increase in the price stated in the buyer's order shall be recoverable by the seller unless agreed in advance by the buyer in writing.

4.DELIVERY

(i) The goods, properly packed and secured in such a manner as to reach their destination in good condition shall be delivered by the seller at, or despatched for delivery to, the place or places and in the manner specified in the order or as subsequently agreed by the buyer.

(ii) The seller shall deliver the goods at the time specified on the order and time shall begin to run from the date of acceptance by the seller of the order. Time shall be of the essence of the contract.

(iii) If the goods or any portion thereof are not delivered in the time or times specified in the order, the buyer shall be entitled to cancel the order in respect of the goods undelivered as foreshaid. On such cancellation the buyer shall be entitled:

- (a) to return to the seller at the seller's risk and expense any of the goods already delivered but which cannot effectively and commercially be used by the buyer and to recover from the seller any monies paid by the buyer in respect of such goods; and
- (b) to recover from the seller any additional expenditure reasonably incurred by the buyer in obtaining other goods in replacement of those in respect of which the order has been cancelled.

5.DAMAGE OR LOSS IN TRANSIT

The seller shall repair or replace, free of charge, goods damaged or lost in transit provided the buyer gives the seller written notification of such damage or loss within such time as will enable the seller to comply with the carrier's conditions of carriage, as affecting loss or damage in transit, or where delivery is made by the seller's own transport within a reasonable time. The buyer reserves the right to hold such damaged goods at the seller's risk or to return them at the risk and expense of the seller.

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TERMS AND CONDITIONS OF PURCHASE (cont.)

6.QUALITY AND MARKING OF GOODS

The goods shall:

- (a) conform as to quantity, quality and description with the particulars stated in the order;
- (b) be of sound materials and workmanship;

- (c) be equal in all respects to the samples or specifications provided or given by either party; and
- (d) if the purpose for which they are required is indicated in the order, either expressly or by implication be fit for that purpose.
- (e) The seller shall mark the goods, the subject of the order, in accordance with any reasonable instructions of the buyer.

7.REJECTION

(i) The buyer may by notice in writing to the seller given within a reasonable period after delivery reject any goods which are found not to be in accordance with the order.

(ii) Upon the giving of such notice of rejection the buyer shall return the rejected goods to the seller at the seller's risk and expense. In such case the seller shall, if so required by the buyer, within a reasonable time, replace such rejected goods which are in all respects in accordance with the order.

(iii) The expense referred to in sub paragraph ii above shall include the cost of freight, shipping, unpacking, examining, repacking, storing, reshipping and similar expenses.

8.PASSING PROPERTY

(i) The property in any goods under the order shall pass to the buyer on delivery without prejudice to any right or rejection which may accrue to the buyer under these conditions.

(ii) All goods will be subject to the inspection and approval of the buyer within a reasonable time after delivery. The acceptance of any portion of the goods delivered (particularly in the case of multiple deliveries) shall not be deemed a waiver of the buyer's right to cancel or return the remainder of the goods under the order because the goods do not comply with the terms of the order or due to any other default of the seller. The seller agrees to pay and reimburse the buyer for invoice and delivery costs and other expenses incurred in unpacking, examining and repacking the said goods for return.

9.TERMINATION

The buyer may without liability or compensation to the seller cancel this contract at any time before all of the goods are delivered by giving written notice, upon which notice the buyer shall cease to be bound to receive delivery of any further goods or to pay that part of the price which relates to goods which have not been delivered.

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TERMS AND CONDITIONS OF PURCHASE (cont.)

10..JURISDICTION

The order and the conditions thereof shall be governed by and construed according to English law and it is agreed for the exclusive benefit of the buyer that English courts shall have jurisdiction to settle any disputes which may arise in connection therewith.

11.ASSIGNMENT

The seller shall not without the written consent of the buyer assign, sublet or transfer the order or any part of it.

12.INFRINGEMENT OF PATENTS

The seller shall fully indemnify the buyer against any actions, claims, demands, costs, charges and other expenses arising from or incurred by reason of any infringement or alleged infringement of any patent, registered design, trade mark, trade name or other like right arising from the use or sale of the goods, and against all costs, loss and damages which the buyer may suffer or incur in any action for infringement or for which the buyer may become liable in any such action.